

MONTGOMERY COUNTY, MARYLAND
SURETY BOND
SOLID WASTE DISPOSAL CHARGES

Bond Number _____

This Surety Bond is given by _____, as Principal, a corporation or person depositing solid waste monthly in
(Name)
Montgomery County, Maryland, located at _____, in Montgomery County, Maryland, and authorized to do
(Address)
business in the State of Maryland and Montgomery County, Maryland, and _____,
(Name)
as Surety, located at _____, a Surety Company
(Address)
incorporated under the laws of the State of _____, and authorized to do business in the State of Maryland, to Montgomery County,
Maryland, a body politic and corporate, as Obligor, pursuant to Section 48-34, Montgomery County Code, 1994, as amended.

1. Principal and Surety are bound to Obligor in the sum of _____ United States Dollars
(U.S. \$ _____), for the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns,
and legal representatives.
2. If Principal pays the statement of charges, invoice, or bill rendered by the Obligor each month for depositing solid waste at a solid waste disposal
facility owned or operated by Obligor within fifteen (15) days of being rendered by Obligor, and Principal performs its obligations pursuant to
Sections 48-31 through 48-37, Montgomery County Code 1994, as amended, this obligation shall be void; otherwise the obligation shall remain in
full force and effect. It is a violation of the bond for the Principal to fail to pay a statement of charges, invoice, or bill, or otherwise to fail to perform
its obligation as described above.
3. This obligation will run continuously and remain in full force and effect until and unless this bond is terminated and cancelled as provided herein.
4. Surety may terminate its obligation hereunder by giving ninety (90) days written notice by registered mail to the Director of Finance, c/o Chief,
Division of Treasury, Montgomery County, Maryland, 255 Rockville Pike, Rockville, Maryland, 20850. Any such termination will not affect this
bond with respect to any amounts owed by Principal or Surety prior to the date of termination.
5. If any action or proceeding is initiated in connection with this bond, and/or any amounts or obligations arising hereunder, the jurisdiction and venue
will be Montgomery County, Maryland. It is the intent of the parties to sign this bond under seal so that it is a specialty agreement.
6. In addition to all other amounts payable hereunder, Principal and Surety shall be liable for (1) interest and penalties at the rate applicable to overdue
and in arrears real estate taxes on the full amount of the obligation under this bond which is more than fifteen (15) days past due, and (2) all costs and
expenses (including reasonable attorney's fees) that Obligor expends or incurs in the enforcement of the provisions of this bond.
7. Surety Notice to Obligor in Case of Principal Violation. If Principal commits a violation as described by this Bond and Obligor, by written notice to
Principal and Surety, declares Principal in violation and provides by affidavit or sworn statement the information that Principal committed a violation
and the amount due to Obligor or another person(s), then Surety must notify Obligor in writing, within 10 days after Obligor mails its notice, which
action it will take as permitted in Section 8, below.
8. Surety's Obligation Upon Contractor's Violation. Upon notice to Surety from Obligor as provided in Section 7 above, Surety must, within 10 days
after Obligor mails its notice, proceed to take one or, at its option, more than one of the following courses of action:
 - a. Tender the Full Sum. Tender the amount stated in the Obligor's sworn statement or affidavit to the Obligor or other person (s) as directed
by the sworn statement or affidavit.
 - b. Tender the Bond Amount. Tender the full amount of this Bond to Obligor or other person(s) as directed in the sworn statement or affidavit.
 - c. Other Acts. Take any other acts mutually agreed upon in writing by Obligor and Surety.
9. Surety's Additional Obligations. In addition to those duties set forth herein above, Surety must promptly pay Obligor all losses, costs, and expenses,
resulting from Principal's violation(s).
10. Method of Notice. Except as otherwise provided herein, all notices to Surety, Principal, or the Obligor must be given by Certified Mail, Return
Receipt Requested, to the address set forth for each party below, but any notice which is returned uncertified or for which no signed receipt is
received within five (5) days of the date of deposit in the U.S. mail, may thereafter be served by recognized overnight delivery service with receipt of
delivery requested.

Surety: _____

Obligor: Department of Public Works and Transportation
Division of Solid Waste Services
101 Monroe Street, Sixth Floor
Rockville, Maryland 20850

Principal: _____

Bond Number_____

Signed with our hands and sealed with our seals this _____ day of _____, 20__, the effective date of this bond is _____, 20__.

Signed and Sealed in the presence of:

Witness Signature
(If Corporation, witness must be Corporate Secretary or Assistant Secretary; otherwise, witness's signature must be notarized.)

Witness (Print Name and Title)

Insurance Agent Contact:

Business Name _____

Agent Name _____

Address _____

Phone () _____ fax () _____

Resident Agent Name: _____

Address: _____

Principal (Print Name of Person or Corporation) (Seal)

Signature of Person or Officer of Corporation
(If Corporation, President should sign; otherwise, evidence of authority must be provided.) (Seal)

Print Name and Title of above Officer

Address of Person or Corporation

Name of Surety

By _____ (Seal)
Attorney-in-Fact (Signature)

Attorney-in-Fact (Print Name)

**THIS FORM HAS BEEN PRE-APPROVED AS
TO FORM AND LEGALITY BY THE OFFICE
OF THE COUNTY ATTORNEY FOR
MONTGOMERY COUNTY, MARYLAND.**

PLEASE RETURN TO
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
101 MONROE STREET, SIXTH FLOOR
ROCKVILLE, MARYLAND 20850

This form must be completed and accompany the Surety Bond at time of submission to the Department of Public Works and Transportation, Division of Solid Waste Services.

CERTIFICATION LETTER

Date_____

Joan Foster or Jeanne Risher
Department of Public Works and Transportation
Division of Solid Waste Services
101 Monroe Street, Sixth Floor
Rockville, Maryland 20850

Company Name:_____

Please be advised that _____ Insurance Company is properly registered with the Circuit Court of Montgomery County, Maryland, for the year **200__ - 200__** and that _____ (is) (is not) registered with the Clerk of the Circuit Court for Montgomery County, Maryland, as an Attorney-in-Fact for the aforesaid insurance company.

Sincerely,

Recording Department
Circuit Court of Montgomery County
50 Maryland Avenue, Rm. 212
Rockville, Maryland 20850
(240)777-9470